

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

Pizzarotti IBC LLC,

Plaintiff,

v.

Michael Masters,

Defendant.

No. 17-05843(AKH)(HBP)

**ANSWER**

**JURY TRIAL DEMANDED**

Defendant Michael Masters (Defendant), by his attorneys, McLaughlin & Stern, LLP, alleges as and for his answer as follows:

1. Defendant denies the allegations referenced in paragraph 1 of the amended complaint.
2. Defendant denies knowledge or information sufficient to respond to the allegations referenced in paragraph 2 of the amended complaint.
3. Defendant admits the allegations referenced in paragraph 3 of the amended complaint.
4. Defendant denies knowledge or information sufficient to respond to the allegations referenced in paragraph 4 of the amended complaint.
5. Defendant denies knowledge or information sufficient to respond to the allegations referenced in paragraph 5 of the amended complaint.
6. Defendant denies the allegations referenced in paragraph 6 of the amended complaint.
7. Defendant denies the allegations referenced in paragraph 7 of the amended complaint.
8. Defendant denies the allegations referenced in paragraph 8 of the amended complaint except admits that he was employed as a project executive on two construction projects in New York City in which Xtreme was a subcontractor on one.
9. Defendant admits the allegations referenced in paragraph 9 of the amended complaint.

10. Defendant denies the allegations referenced in paragraph 10 of the amended complaint.
11. Defendant refers to the document referenced in paragraph 11 of the amended complaint for the terms and conditions therein.
12. Defendant refers to the document referenced in paragraph 12 of the amended complaint for the terms and conditions therein.
13. Defendant refers to the document referenced in paragraph 13 of the amended complaint for the terms and conditions therein.
14. Defendant refers to the document referenced in paragraph 14 of the amended complaint for the terms and conditions therein.
15. Defendant refers to the document referenced in paragraph 15 of the amended complaint for the terms and conditions therein.
16. Defendant refers to the document referenced in paragraph 16 of the amended complaint for the terms and conditions therein.
17. Defendant denies the allegations referenced in paragraph 17 of the amended complaint.
18. Defendant denies the allegations referenced in paragraph 18 of the amended complaint.
19. Defendant denies the allegations referenced in paragraph 19 of the amended complaint.
20. Defendant denies the allegations referenced in paragraph 20 of the amended complaint except admit that soon after his employment to Plaintiff ended, he was a consultant for Xtreme for the Project.
21. Defendant denies the allegations referenced in paragraph 21 of the amended complaint.
22. Defendant denies the allegations referenced in paragraph 22 of the amended complaint.
23. Defendant denies the allegations referenced in paragraph 23 of the amended complaint.

24. Defendant denies the allegations referenced in paragraph 24 of the amended complaint.
25. Defendant denies the allegations referenced in paragraph 25 of the amended complaint.
26. Defendant denies the allegations and refers to the document referenced in paragraph 26 of the amended complaint for the terms and conditions therein.
27. Defendant denies the allegations referenced in paragraph 27 of the amended complaint.
28. Defendant denies the allegations referenced in paragraph 28 of the amended complaint.
29. Defendant denies the allegations referenced in paragraph 29 of the amended complaint.
30. Defendant denies the allegations referenced in paragraph 30 of the amended complaint.
31. Defendant denies the allegations referenced in paragraph 31 of the amended complaint.
32. Defendant denies the allegations referenced in paragraph 32 of the amended complaint.
33. Defendant denies the allegations referenced in paragraph 33 of the amended complaint.
34. Defendant denies the allegations referenced in paragraph 34 of the amended complaint.
35. Defendant denies the allegations referenced in paragraph 35 of the amended complaint.
36. Defendant denies the allegations referenced in paragraph 36 of the amended complaint.
37. Defendant denies the allegations referenced in paragraph 37 of the amended complaint.
38. Defendant denies the allegations referenced in paragraph 38 of the amended complaint.

39. Defendant denies the allegations referenced in paragraph 39 of the amended complaint.
40. Defendant denies the allegations referenced in paragraph 40 of the amended complaint.
41. Defendant denies the allegations referenced in paragraph 41 of the amended complaint.
42. Defendant denies the allegations referenced in paragraph 42 of the amended complaint.
43. Defendant denies the allegations referenced in paragraph 43 of the amended complaint.
44. Defendant denies the allegations referenced in paragraph 44 of the amended complaint.
45. Defendant denies the allegations referenced in paragraph 45 of the amended complaint.
46. Defendant denies the allegations referenced in paragraph 46 of the amended complaint.
47. Defendant denies the allegations referenced in paragraph 47 of the amended complaint.
48. Defendant denies the allegations referenced in paragraph 48 of the amended complaint.
49. Defendant denies the allegations referenced in paragraph 49 of the amended complaint.
50. Defendant denies the allegations referenced in paragraph 50 of the amended complaint.
51. Defendant denies the allegations referenced in paragraph 51 of the amended complaint.
52. Defendant denies the allegations referenced in paragraph 52 of the amended complaint.
53. Defendant denies the allegations referenced in paragraph 53 of the amended complaint.

- 54. Defendant denies the allegations referenced in paragraph 54 of the amended complaint.
- 55. Defendant denies the allegations referenced in paragraph 55 of the amended complaint.
- 56. Defendant denies the allegations referenced in paragraph 56 of the amended complaint.
- 57. Defendant denies the allegations referenced in paragraph 57 of the amended complaint.
- 58. Defendant denies the allegations referenced in paragraph 58 of the amended complaint.
- 59. Defendant denies the allegations referenced in paragraph 59 of the amended complaint.
- 60. Defendant denies the allegations referenced in paragraph 60 of the amended complaint.
- 61. Defendant denies the allegations referenced in paragraph 61 of the amended complaint.
- 62. Defendant denies the allegations referenced in paragraph 62 of the amended complaint.
- 63. Defendant denies the allegations referenced in paragraph 63 of the amended complaint.
- 64. Defendant denies the allegations referenced in paragraph 64 of the amended complaint.
- 65. Defendant denies the allegations referenced in paragraph 65 of the amended complaint.
- 66. Defendant denies the allegations referenced in paragraph 66 of the amended complaint.
- 67. Defendant denies the allegations referenced in paragraph 67 of the amended complaint.

68. Defendant denies the allegations referenced in paragraph 68 of the amended complaint.
69. Defendant denies the allegations referenced in paragraph 69 of the amended complaint.
70. Defendant denies the allegations referenced in paragraph 70 of the amended complaint.
71. Defendant denies the allegations referenced in paragraph 71 of the amended complaint.
72. Defendant denies the allegations referenced in paragraph 72 of the amended complaint.
73. Defendant denies the allegations referenced in paragraph 73 of the amended complaint.
74. Defendant denies the allegations referenced in paragraph 74 of the amended complaint.
75. Defendant denies the allegations referenced in paragraph 75 of the amended complaint.
76. Defendant denies the allegations referenced in paragraph 76 of the amended complaint.
77. Defendant denies the allegations referenced in paragraph 77 of the amended complaint.

**First Affirmative Defense**

1. The amended complaint fails to state a claim upon which relief can be granted on each and every claim therein.

**Second Affirmative Defense**

2. Under the principles of, among other things, collateral estoppel and res judicata, defendant is relieved from any and all obligations under the employment agreement at issue because the Civil Court for the City of New York on June 1, 2017 awarded judgment to him holding that plaintiff breached the employment agreement.

**Third Affirmative Defense**

3. Plaintiff did not suffer any damage or loss.

**WHEREFORE**, Defendant respectfully requests the following relief:

- (a) For an order dismissing the amended complaint with prejudice.
- (b) For an order awarding Defendant his attorneys' fees, costs and disbursements incurred in defending this action.
- (c) Such other and further relief that the Court deems just and proper.

Dated: New York, New York  
August 7, 2017

McLAUGHLIN & STERN, LLP

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